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EXAMINER	
ROSEN, NICHOLAS D	

ART UNIT	PAPER NUMBER
3625	

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Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary	Application No.	Applicant(s)	
	09/742,362	TESHIMA, ATSUSHI	
	Examiner	Art Unit	
	Nicholas D. Rosen	3625	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *15 November 2004*.

2a)☐ This action is **FINAL**. 2b)☒ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-30* is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-30* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☒ The drawing(s) filed on *01 June 2004* is/are: a)☒ accepted or b)☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☒ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☒ All b)☐ Some * c)☐ None of:

1.☒ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____.

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08) Paper No(s)/Mail Date _____.
4) ☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____.
5) ☐ Notice of Informal Patent Application (PTO-152)
6) ☐ Other: _____.

DETAILED ACTION

Claims 1-30 have been examined.

A request for continued examination under 37 CFR 1.114, including the fee set forth in 37 CFR 1.17(e), was filed in this application after final rejection. Since this application is eligible for continued examination under 37 CFR 1.114, and the fee set forth in 37 CFR 1.17(e) has been timely paid, the finality of the previous Office action has been withdrawn pursuant to 37 CFR 1.114. Applicant's submission filed on November 15, 2004, has been entered (entering the previously non-entered After Final amendment of October 4, 2004).

Specification

Examiner wishes to call Applicant's attention to the fact that in various lines, the words of the specification are quite closely spaced, which could pose a problem if the application is published as a patent.

Claim Objections

Claims 1-13 and 26-28 are objected to because of the following informalities: In line 9 of claim 1, as amended, "form said seller" should be "from said seller". Appropriate correction is required.

Claim 30 is objected to because of the following informalities: In the second line 9 of claim 30, "compute" should be "computer". Appropriate correction is required.

Claim Rejections - 35 USC § 112

The following is a quotation of the first paragraph of 35 U.S.C. 112:

> The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

Claims 1-13 and 26-28 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention. Although the specification describes presenting virtual goods information to a buyer, and discloses presenting images to a seller when allowing the seller to modify virtual goods information, it does not describe that "presenting said virtual goods information to a buyer comprises presenting each of said images . . . to said seller when said seller requests to modify said virtual goods information."

Claims 25 and 30 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention. Although the specification describes presenting virtual goods information to a buyer, and discloses presenting images to a seller when allowing the seller to modify virtual goods information, it does not describe that "presenting said virtual goods information to a buyer comprises presenting each of

said images . . . to said seller when said seller requests to modify said virtual goods information."

The following is a quotation of the second paragraph of 35 U.S.C. 112:

> The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claims 1-13 and 26-28 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Claim 1 recites the limitation "said presenting said virtual goods information to a buyer" in the thirteenth line of the claim. There is insufficient antecedent basis for this limitation in the claim.

As a further problem, claim 1 recites that "said presenting said virtual goods information *to a buyer* comprises presenting each of said images . . . *to said seller* when said seller requests to modify said virtual goods information." Presenting each of said images to the seller is comprehensible, but it is not clear how this is comprised in presenting said virtual goods information *to a buyer*.

Claims 25 and 30 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Claim 25 recites the limitation "said presenting said virtual goods information to a buyer" in the thirteenth line of the claim. There is insufficient antecedent basis for this limitation in the claim.

As a further problem, claim 25 recites that "said presenting said virtual goods information *to a buyer* comprises presenting each of said images . . . *to said seller* when said seller requests to modify said virtual goods information." Presenting each of said images to the seller is comprehensible, but it is not clear how this is comprised in presenting said virtual goods information *to a buyer*.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

Claims 1-7, 9-13, and 26-28

Claims 1, 2, 3, and 6 are rejected under 35 U.S.C. 103(a) as being unpatentable over the anonymous article "Electronic Transfer Associates Inc. Announces Details of Worldwide Marketing Agreement with Citron Inc.," hereinafter "Electronic Transfer Associates," in view of the anonymous article, "Netcentives and the Microsoft Plaza Enter into Agreement to Drive Electronic Commerce," hereinafter "Netcentives," the anonymous article, "MICROSOFT: The Microsoft Plaza Brings Product Returns Convenience to Online Shoppers," hereinafter "Microsoft Plaza," Galler ("IP: NYT Digital Commerce: Is Delivery the Dealbreaker for E-Commerce?"), and Cruickshank et al. (U.S. Patent 6,522,738). As per claim 1, "Electronic Transfer Associates" discloses presenting virtual goods information, corresponding to sellers' real goods, in a virtual

shopping mall, which would not be possible without receiving and registering virtual goods information from the sellers; intermediating business between said seller and a buyer on said virtual shopping mall by presenting said virtual goods information to a buyer (first four paragraphs); and establishing trading between said buyer and said seller, which achieves business on said virtual shopping mall (ibid.). "Electronic Transfer Associates" does not disclose setting a delivery path for delivering said real goods from said seller to said buyer in accordance with said buyer's selection of a terminal base, but "Netcentives" teaches a package delivery program using PackageNet (fifth paragraph), Galler expressly teaches that PackageNet has applications for pick-up as well as shipping and return (see section regarding "Depot Delivery"), and "Microsoft Plaza" teaches that buyers select their nearest PackageNet store locations (second paragraph). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to set a delivery path for delivering said real goods from said seller to said buyer in accordance with said buyer's selection of a terminal base, for the obvious advantage of shipping to locations convenient for the buyers.

"Electronic Transfer Associates" does not disclose presenting each of the images included in the virtual goods information to said seller when said seller requests to modify said virtual goods information. However, Cruickshank teaches presenting a list of (apparently all) objects in a web page to be modified, the objects including graphic image objects (column 8, lines 32-48). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to

present each of the images included in the virtual goods information to said seller when said seller requests to modify said virtual goods information, for the obvious advantage of reminding the seller of all the images, assisting the seller in deleting, replacing, modifying, or leaving unchanged the various images, as may be appropriate.

As per claim 2, "Electronic Transfer Associates" discloses that said business is intermediated by presenting an image to the buyer (third paragraph). "Electronic Transfer Associates" does not expressly disclose that registering said virtual goods information includes capturing an image of the real goods as a part of virtual goods information, but does disclose providing a full description including a picture of the product, which implies having captured an image of the real goods. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to have registering said virtual goods information include capturing an image of the real goods as a part of virtual goods information, for the obvious advantage of enabling the picture of the product to be presented.

As per claim 3, Cruickshank teaches a user selecting whether to modify images or other information for a list presented to seller (column 8, line 32, through column 9, line 29). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention for the seller to select whether to modify said virtual goods information about real goods among a plurality of real goods presented by said presenting, for the obvious advantages of having the published information accurately reflect the currently available inventory of real goods, or having the published information include the best available images, written descriptions, etc.

As per claim 6, "Electronic Transfer Associates" does not disclose instructing a physical distribution system, which includes a plurality of real terminal bases, to deliver said real goods, but "Microsoft Plaza" teaches a physical distribution system, which includes a plurality of real terminal bases (second paragraph, "400 supermarkets that off PackageNet"). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to instruct a physical distribution system, which included a plurality of real terminal bases, to deliver said real goods, for the obvious advantage of delivering the goods to locations convenient to buyers.

Claim 4 is rejected under 35 U.S.C. 103(a) as being unpatentable over "Electronic Transfer Associates," "Netcentives," "Microsoft Plaza," Galler, and Cruickshank as applied to claim 3 above, and further in view of official notice. "Electronic Transfer Associates" does not disclose that said presenting disposes each of said images by demagnifying said images and presents demagnified images to said seller, but official notice is taken that it is well known to demagnify images and present demagnified to a viewer of a website, e.g., by going back from a close-up of a particular image to a page of thumbnail images. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to dispose each of said images by demagnifying said images, and present demagnified images to said seller, for the obvious advantage of enabling the seller to see the images together on a screen of ordinary size.

Claim 5 is rejected under 35 U.S.C. 103(a) as being unpatentable over "Electronic Transfer Associates," "Netcentives," "Microsoft Plaza," Galler, and Cruickshank as applied to claim 2 above, and further in view of www.PackageNet.com as of November 29, 1999. "Electronic Transfer Associates" does not disclose said seller's setting said terminal base at a plurality of real terminal bases to bring in said real goods, but the PackageNet web site teaches the seller bringing a package to be shipped to one of the plurality of real terminal bases (page titled "How To Ship Packages With PackageNet," specifically paragraph 3). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to have the trading include the seller's setting said terminal base at one of said plurality of real terminal bases to bring in said real goods, for the obvious advantage of enabling said real goods to be conveniently shipped to the buyer.

Claim 7 is rejected under 35 U.S.C. 103(a) as being unpatentable over "Electronic Transfer Associates," "Netcentives," "Microsoft Plaza," Galler, and Cruickshank as applied to claim 2 above, and further in view of Shkedy (U.S. Patent 6,260,024). "Electronic Transfer Associates" does not disclose that the business is intermediated by presenting said virtual goods information to said buyer so as to secure anonymity of said seller, but Shkedy teaches conducting electronic commerce wherein an intermediary secures the anonymity of sellers (column 8, lines 27-39). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to have the business be intermediated by presenting said virtual goods information to said buyer so as to secure anonymity of said seller, for the

stated advantage of enabling sellers, for numerous privacy and competitive reasons, not to have their identities revealed.

Claim 9 is rejected under 35 U.S.C. 103(a) as being unpatentable over "Electronic Transfer Associates," "Netcentives," "Microsoft Plaza," Galler, and Cruickshank as applied to claim 1 above, and further in view of official notice. "Electronic Transfer Associates" does not disclose updating a seller's database when trading is established, wherein the computer system stores a trade history for each seller in the seller's database, and setting the fee for the virtual shopping mall lower for those sellers whose amount of past trades stored in said seller's database is large. However, official notice is taken that it is well known to give volume discounts, and to maintain databases of information. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to set the fee for the virtual shopping mall lower for those sellers whose amount of past trades stored in said seller's database is large, for the obvious advantage of encouraging sellers to do business through the virtual shopping mall.

Claim 10 is rejected under 35 U.S.C. 103(a) as being unpatentable over "Electronic Transfer Associates," "Netcentives," "Microsoft Plaza," Galler, and Cruickshank as applied to claim 2 above, and further in view of official notice. "Electronic Transfer Associates" does not disclose inspecting goods. However, official notice is taken that it is well known to inspect goods. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to inspect the goods, for such obvious advantages as assuring that

the goods a business is shipping are what was ordered, and of good quality, so as to avoid complaints, lawsuits, and the need to replace defective goods, and to maintain a reputation for quality; and assuring that the goods which one has received are what was ordered, and of good quality, so as to decide whether to pay for them, and whether to request a refund or a replacement. (Claim 10 does not specify who does the inspecting.)

Claims 11 and 12 are rejected under 35 U.S.C. 103(a) as being unpatentable over "Electronic Transfer Associates," "Netcentives," "Microsoft Plaza," Galler, Cruickshank, and official notice as applied to claim 10 above, and further in view of the anonymous article, "eBay Launches the Most Comprehensive Trust and Safety Upgrades to the World's Largest Person-to-Person Trading Site," hereinafter "eBay Launches." As per claim 11, "Electronic Transfer Associates" does not disclose giving a penalty based on a predetermined penalty rule on said virtual shopping mall against said seller if said seller requests to register inappropriate virtual goods information. However, "eBay Launches" discloses forbidding sellers from registering inappropriate virtual goods information (paragraph beginning "An additional upgrade to SafeHarbor 2.0"). "eBay Launches" does not expressly disclose giving a penalty based on a predetermined penalty rule on said virtual shopping mall against said seller in such a case, but does disclose giving a penalty based on a predetermined penalty rule for shill bidders and for bidders who do not honor their commitments (paragraphs beginning "Trust within the community is lessened" and "To help protect sellers, clear policy"). Hence, it would have been obvious to one of ordinary skill in the art of electronic

commerce at the time of applicant's invention to give a penalty based on a predetermined penalty rule on said virtual shopping mall against said seller if said seller requests to register inappropriate virtual goods information, for the obvious advantage of deterring attempts to register inappropriate goods, which may expose a virtual shopping mall to legal liability and/or reputational damage.

As per claim 12, "eBay Launches" does not expressly disclose that the predetermined penalty rule for sellers who attempt to register inappropriate products is established to give different penalties against said seller according to the number of registrations of said inappropriate virtual goods information, but does disclose other predetermined penalty rules giving different penalties according to the number of violations (paragraphs beginning "Trust within the community is lessened" and "To help protect sellers, clear policy"). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to have said predetermined penalty rule be established to give different penalties against said seller according to the number of registrations of said inappropriate virtual goods information, for the obvious advantages of distinguishing between inadvertent and willful violators, and putting greater effort into deterring more severe and systematic violations.

Claim 13 is rejected under 35 U.S.C. 103(a) as being unpatentable over "Electronic Transfer Associates," "Netcentives," "Microsoft Plaza," Galler, and Cruickshank as applied to claim 2 above, and further in view of McConnell ("Restaurant No-Shows: Can You Take Them to Court?"). "Electronic Transfer Associates" does not disclose forming a black list, which comprises a list of buyers who have failed to arrive

to receive real goods despite that a trade on said virtual shopping mall has been established. However, McConnell teaches blacklisting potential buyers who have failed to arrive to receive real goods despite having arranged to come and purchase goods (Abstract). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to form a black list comprising a list of buyers who have failed to arrive to receive real goods despite that a trade on said virtual shopping mall has been established, for the obvious advantage of discouraging people from imposing costs on a seller or agent by arranging to pick up goods at a particular location to which goods are shipped, and then failing to arrive.

Claims 26 and 27 are rejected under 35 U.S.C. 103(a) as being unpatentable over "Electronic Transfer Associates," "Netcentives," "Microsoft Plaza," Galler, and Cruickshank as applied to claim 1 above, and further in view of Scisco ("Tend the Store for World Wide Orders"). As per claim 26, "Electronic Transfer Associates" does not disclose registering a seller for selling virtual goods, but Scisco teaches registering a seller for selling virtual goods; and reserving a space for presenting said virtual goods upon said registration before registering said virtual goods information (paragraphs beginning "But a shop on the Internet" and "Price considerations led us"). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to have the method comprise registering a seller for selling virtual goods, and reserving a space for presenting said virtual goods upon said registration before registering said virtual goods information, for the obvious advantage of enabling a seller to make arrangements to sell his goods without requiring him to

register his virtual goods information (he may not know just what goods he has available, or how his selection of available goods may change over time, with some items being sold, and more being made or acquired).

As per claim 27, Scisco teaches providing a plurality of units, each representing one of said virtual goods, each representing one of the virtual goods, into the space (paragraphs beginning "We began working with Live Store by entering descriptions" and "Seeing how simple the other changes had been"). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to have the method comprise providing a plurality of units, each representing one of said virtual goods, each representing one of the virtual goods, into the space, for the stated advantage of enabling the seller to present descriptions and/or images of his goods to potential customers.

Claim 28 is rejected under 35 U.S.C. 103(a) as being unpatentable over "Electronic Transfer Associates," "Netcentives," "Microsoft Plaza," Galler, and Cruickshank as applied to claim 1 above, and further in view of Hess et al. (U.S. Patent 6,058,417). "Electronic Transfer Associates" does not disclose that the virtual shopping mall is operated by the computer system devoid of a seller opening a virtual shop, but Hess teaches a virtual shopping mall operated by the computer system, where sellers register goods information, etc., devoid of a seller opening a virtual shop (see especially column 1, lines 12-36; and column 6, line 57, through column 7, line 40). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to have the virtual shopping mall be operated by the

computer system devoid of a seller opening a virtual shop, for the obvious advantage of enabling sellers to offer items for sale without having to set up their own virtual shops, and for the obvious advantage of enabling buyers to conveniently search the items offered by multiple sellers without having to leave one virtual shop and enter another, both features of the eBay system taught by Hess.

Claims 14-24 and 29

Claim 14 is rejected under 35 U.S.C. 103(a) as being unpatentable over Scisco ("Tend the Store for World Wide Orders") in view of the anonymous article, "Netcentives and the Microsoft Plaza Enter into Agreement to Drive Electronic Commerce," hereinafter "Netcentives," Cruickshank et al. (U.S. Patent 6,522,738), and Galler ("IP: NYT Digital Commerce: Is Delivery the Dealbreaker for E-Commerce?"). Scisco discloses a virtual shopping mall system, which is established by using a computer system, comprising: a commercial goods managing database, which is provided to a seller and registers virtual goods information corresponding to real goods of said seller (four paragraphs beginning from "Because Clayton isn't as comfortable"; also "Step by Step" section at the end of the article, especially step 2; the database being inherent), including capturing an image of said real goods as a part of virtual goods information (paragraphs beginning "Seeing how simple the other changes had been" and "3. DISPLAY YOUR WARES"). Scisco does not disclose a delivery setting section, but "Netcentives" teaches using the package delivery program PackageNet (fourth paragraph), which involves setting a delivery path for real goods from said seller to said buyer when a trade has been established between said seller and said buyer. Hence, it

would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to include a delivery setting section, which achieves a trade on said virtual shopping mall by setting a delivery path for said real goods, from said seller to a buyer, when a trade has been established between said seller and said buyer who is presented with said virtual goods information in said commercial goods managing database, for the obvious advantage of shipping to locations convenient for the buyers.

Scisco does not disclose an image presenting section for presenting each of the images included in the virtual goods information to said seller when said seller requests to modify said virtual goods information. However, Cruickshank teaches presenting a list of (apparently all) objects in a web page to be modified, the objects including graphic image objects (column 8, lines 32-48). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to include an image presenting section for presenting each of the images included in the virtual goods information to said seller when said seller requests to modify said virtual goods information, for the obvious advantage of reminding the seller of all the images, assisting the seller in deleting, replacing, modifying, or leaving unchanged the various images, as may be appropriate.

Claims 15, 16, 17, 18, 19, 20, and 21 are rejected under 35 U.S.C. 103(a) as being unpatentable over Scisco, "Netcentives," Galler, and Cruickshank as applied to claim 14 above, and further in view of www.PackageNet.com as of November 29, 1999, and Knowles et al. (U.S. Patent 5,869,819). As per claim 15, Scisco does not disclose

that a plurality of terminal base units, each of which is installed at a real terminal base, form a physical distribution system, but the PackageNet website teaches a collection of terminal bases that form a physical distribution system, and Knowles teaches terminal base units at each of a plurality of real terminal bases (Abstract), connecting to the Internet. Scisco discloses an Internet shopping mall. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to have the virtual shopping mall system comprise a plurality of terminal base units, each installed at a real terminal base, that form a physical distribution system, each said terminal base unit connecting and communicating with a virtual shopping mall operations apparatus that manages said commercial goods managing apparatus, for the stated advantage of tracking packages being shipped.

As per claim 16, Scisco discloses a shop managing database, which sets up a virtual shop for selling goods for each of the sellers on said computer system; and a section for processing an owner registration procedure for sellers who want to open a virtual shop and be the owner thereof (first eleven paragraphs; final "Step by Step" section).

As per claim 17, Scisco does not disclose that each terminal base unit functions as a place for a seller to bring real goods and a buyer to receive said real goods, but the PackageNet web site teaches the seller bringing a package to be shipped to one of the plurality of real terminal bases (page titled "How To Ship Packages With PackageNet," specifically paragraph 3), and Galler teaches a buyer receiving goods in the PackageNet system (see paragraphs regarding "Depot Delivery"). Hence, it would have

been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention for said terminal base to function as a place for a seller to bring real goods and a buyer to receive said real goods, through communication of information with said virtual shopping mall operations apparatus, for the obvious advantage of providing for goods to be conveniently shipped from the seller to the buyer.

As per claim 18, Scisco discloses generating virtual goods information that corresponds to real goods of a seller who is an owner of a virtual shop (four paragraphs beginning from "Because Clayton isn't as comfortable").

As per claim 19, Scisco discloses a media equipment device, which reads image data of real goods from a recording medium (two paragraphs following "Show, as Well as Tell").

As per claim 20, Scisco discloses an image capturing unit, which captures an image of real goods that are brought to a terminal by the seller (two paragraphs following "Show, as Well as Tell").

As per claim 21, Scisco disclose that the section for generating virtual goods information comprises a picture reading unit, which obtains image data of the real goods from a picture of the real goods brought in to the terminal base by the seller (two paragraphs following "Show, as Well as Tell").

Claims 22, 23, and 24 are rejected under 35 U.S.C. 103(a) as being unpatentable over Scisco, "Netcentives," Galler, www.PackageNet.com, and Knowles as applied to claim 15 above, and further in view of official notice. As per claim 22,

Scisco does not disclose that the virtual shopping mall system comprises a section for managing, which manages information about leasing to a seller, or an owner of a virtual shop, an image capturing unit, which is used for generating virtual goods information that corresponds to real goods. However, official notice is taken that it is well known to lease equipment, and thus to manage information about leasing. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to have the virtual shopping mall system comprise a section for managing, which manages information about leasing to a seller, or an owner of a virtual shop, an image capturing unit, which is used for generating virtual goods information that corresponds to real goods, for the obvious advantages of profiting from rental fees for such image capture units, and doing more business, with consequent increased profits, from the increased display of product images, since not every potential seller would, like Scisco and his brother, already have appropriate image capture apparatus.

As per claim 23, Scisco does not disclose a catalog printing apparatus, which prints out a catalog of virtual goods information, but official notice is taken that catalog printing apparatus is well known. (Many merchants print catalogs; furthermore, many PC's have printers which can be used to print on-line catalogs, or parts thereof, if the PC user chooses to do so.) Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to have the shopping mall system further comprise a catalog printing apparatus, for the obvious advantage of making printed catalogs available to potential buyers without Internet

access, or without Internet access at the time they wish to study and order from a catalog.

As per claim 24, Scisco does not disclose a section for searching, which searches virtual goods information managed by a virtual shopping mall operations apparatus, but official notice is taken that searching apparatus in virtual malls is well known. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to have the virtual shopping mall system comprise a section for searching, for the obvious advantage of enabling potential buyers to readily find products of interest to them.

Claim 29 is rejected under 35 U.S.C. 103(a) as being unpatentable over Scisco, "Netcentives," and Galler as applied to claim 14 above, and further in view of Hess et al. (U.S. Patent 6,058,417). Scisco does not disclose that the virtual shopping mall is operated by the computer system devoid of a seller opening a virtual shop, but Hess teaches a virtual shopping mall operated by the computer system, where sellers register goods information, etc., devoid of a seller opening a virtual shop (see especially column 1, lines 12-36; and column 6, line 57, through column 7, line 40). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to have the virtual shopping mall be operated by the computer system devoid of a seller opening a virtual shop, for the obvious advantage of enabling sellers to offer items for sale without having to set up their own virtual shops, and for the obvious advantage of enabling buyers to conveniently search the items offered by

multiple sellers without having to leave one virtual shop and enter another, both features of the eBay system taught by Hess.

Claims 25 and 30

Claim 25 is rejected under 35 U.S.C. 103(a) as being unpatentable over the anonymous article "Electronic Transfer Associates Inc. Announces Details of Worldwide Marketing Agreement with Citron Inc.," hereinafter "Electronic Transfer Associates," in view of Galler ("IP: NYT Digital Commerce: Is Delivery the Dealbreaker for E-Commerce?"), Cruickshank (U.S. Patent 6,522,738) and official notice. "Electronic Transfer Associates" discloses presenting virtual goods information, corresponding to sellers' real goods, in a virtual shopping mall, which would not be possible without receiving and registering virtual goods information from the sellers; and intermediating business between said seller and a buyer on said virtual shopping mall by presenting said virtual goods information to a buyer (first four paragraphs). This constitutes achieving a trade on said virtual shopping mall, but "Electronic Transfer Associates" does not disclose achieving a trade on said virtual shopping mall by setting a delivery path of said real goods from said seller to said buyer; however, Galler teaches a package delivery program using PackageNet (see paragraphs regarding "Depot Delivery"). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to achieve a trade on said virtual shopping mall by setting a delivery path of said real goods from said seller to said buyer, for the obvious advantage of making the goods conveniently available to the buyer.

"Electronic Transfer Associates" does not disclose presenting each of the images included in the virtual goods information to said seller when said seller requests to modify said virtual goods information. However, Cruickshank teaches presenting a list of (apparently all) objects in a web page to be modified, the objects including graphic image objects (column 8, lines 32-48). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to present each of the images included in the virtual goods information to said seller when said seller requests to modify said virtual goods information, for the obvious advantage of reminding the seller of all the images, assisting the seller in deleting, replacing, modifying, or leaving unchanged the various images, as may be appropriate.

"Electronic Transfer Associates" does not disclose a recording medium which stores a program that can be read by a computer, wherein the program is a program to operate a virtual shopping mall, the program comprising instructions for performing the method steps, but official notice is taken that it is well known to use recording media storing programs to instruct computers to carry out methods. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to use such a recording medium storing a program, for the obvious advantage of saving the cost and trouble of hiring human beings to perform the steps of the method manually.

Claim 30 is rejected under 35 U.S.C. 103(a) as being unpatentable over "Electronic Transfer Associates," Galler, Cruickshank, and official notice as applied to claim 25 above, and further in view of Hess et al. (U.S. Patent 6,058,417). "Electronic

Transfer Associates" does not disclose that the virtual shopping mall is operated by the computer system devoid of a seller opening a virtual shop, but Hess teaches a virtual shopping mall operated by the computer system, where sellers register goods information, etc., devoid of a seller opening a virtual shop (see especially column 1, lines 12-36; and column 6, line 57, through column 7, line 40). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to have the virtual shopping mall be operated by the computer system devoid of a seller opening a virtual shop, for the obvious advantage of enabling sellers to offer items for sale without having to set up their own virtual shops, and for the obvious advantage of enabling buyers to conveniently search the items offered by multiple sellers without having to leave one virtual shop and enter another, both features of the eBay system taught by Hess.

Allowable Subject Matter

Claim 8 is objected to as being dependent upon a rejected base claim, but would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims.

The following is a statement of reasons for the indication of allowable subject matter: The closest prior art of record, "Electronic Transfer Associates Inc. Announces Details of Worldwide Marketing Agreement with Citron Inc.," hereinafter "Electronic Transfer Associates," discloses a method for operating a virtual shopping mall, including some of the limitations of claims 1 and 2, while other limitations of claims 1 and 2 are

taught by "Netcentives and the Microsoft Plaza Enter into Agreement to Drive Electronic Commerce," hereinafter "Netcentives," "MICROSOFT: The Microsoft Plaza Brings Product Returns Convenience to Online Shoppers," hereinafter "Microsoft Plaza," and Galler ("IP: NYT Digital Commerce: Is Delivery the Dealbreaker for E-Commerce?"), and Cruickshank et al. (U.S. Patent 6,522,738) as set forth above. There is also prior art for charging sellers fees to display their goods information on a virtual shopping mall, and prior art for the goods information being divided into categories. However, neither "Electronic Transfer Associates" nor any other prior art of record discloses, teaches, or reasonably suggests setting the maximum value of the number of categories of said virtual goods which can be displayed on the virtual shopping mall according to the fee charged to the seller.

Response to Arguments

Applicants' arguments filed November 15, 2004 (date of the RCE filing which led to the entry of the amendments and arguments of October 4, 2004), have been fully considered but they are not persuasive. Applicants do not argue to any major degree, but merely summarize the grounds for rejection, traverse the rejections, and summarizes Applicants' amendments. Examiner holds that the claims, as currently amended, are not patentable, as set forth above, although claim 8 could apparently be made allowable, also as set forth above.

Conclusion

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure. Gillett et al. (U.S. Patent 6,760,711) disclose merchant-owned, ISP-hosted stores with secure data store. Fedor et al. (U.S. Patent 6,785,660) disclose an e-business bid process. Fredlund et al. (U.S. Patent 6,812,962) disclose a system and apparatus for automatically forwarding digital images to a service provider.

The anonymous article "eBay Responds to Human Kidney Listings" discloses, inter alia, that eBay has zero tolerance for illegal items on the site. Mullins ("Illegal Kidney Auction on Net halted after Bids Reach Pounds 3.6m") discloses attempts to sell illegal items on eBay, and efforts to prevent this from being done.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Nicholas D. Rosen, whose telephone number is 703-305-0753. The examiner can normally be reached on 8:30 AM - 5:00 PM, M-F.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Wynn Coggins, can be reached on 703-308-1344. The fax phone number for the organization where this application or proceeding is assigned is 703-872-9306. Non-official/draft communications can be faxed to the examiner at 703-746-5574.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should

you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

Nicholas D. Rosen

NICHOLAS D. ROSEN
PRIMARY EXAMINER

January 5, 2005